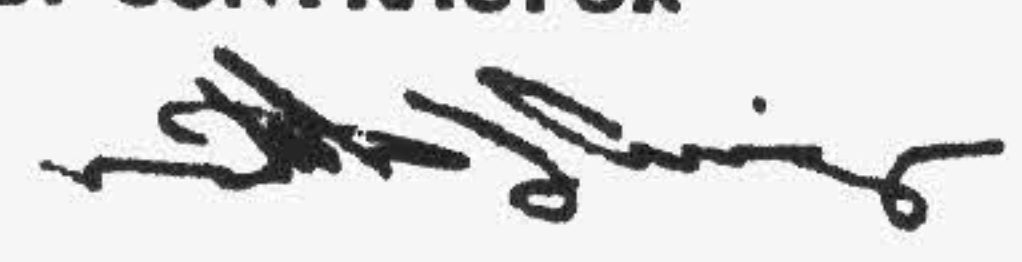
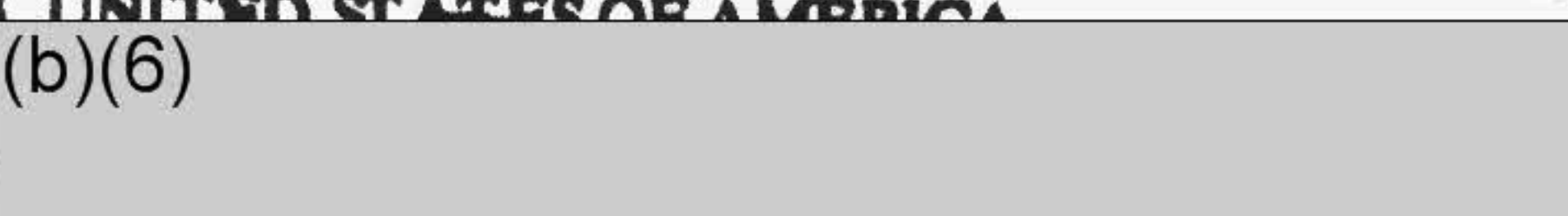


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 26	
2. CONTRACT (Proc. Inst. Ident.) NO. HF0011-07-C-0100		3. EFFECTIVE DATE 28 Sep 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. X08400			
5. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714		CODE HR0011		6. ADMINISTERED BY (If other than Item 5) DCMA BOEING NETWORK AND SPACE SYSTEMS 5301 BOLSA AVENUE BUILDING 14, MCH014-A407 HUNTINGTON BEACH CA 92647-2080		CODE 80830A	
7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state and zip code) THE BOEING COMPANY 15380 BARRANCA PARKWAY IRVINE CA 92618				8. DELIVERY [X] FOB ORIGIN [] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 days			
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 18355		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 188881 COLUMBUS OH 43218-8881		CODE H00000	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT						\$8,344,438.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	17 - 25
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	4 - 5	X	J	LIST OF ATTACHMENTS	26
X	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	8 - 9		L	INSTRS. CONDS. AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	10 - 12		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	13 - 16				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ Including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) Matthew J. Corrigan, Contracts Management The Boeing Company				20A. NAME AND TITLE OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign)				19C. DATE SIGNED September 27, 2007		20B. UNITED STATES OF AMERICA (b)(6) BY 	
						20C. DATE SIGNED 28 SEP 07	

NSN 7540-01-152-8069

28-107

PREVIOUS EDITION UNUSABLE

GPO 1985 O - 467-124

STANDARD FORM 26 (REV. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0001	ARGUS Pod and ECU	(b)(4)	(b)(4)	\$939,174.00

The Contractor shall specify requirements, design, develop, fabricate, assemble, air-worthiness test and deliver a modified A160 pod and environmental control unit (ECU) for the ARGUS-IS program in accordance with the Attachment (1) Statement of Work. Data deliverables/reports will be provided in accordance with Sections C and F.

ITEM NO		AMOUNT
000101	Funding for CLIN 0001	
	AO No. X094/00	
	ACRN AA	\$700,000.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0002	A160T Aircraft	(b)(4)	(b)(4)	\$5,405,264.00

The Contractor shall schedule, manufacture or procure, assemble, complete acceptance testing and deliver one A160T aircraft for usage in ARGUS A160 flight tests and operations in accordance with the Attachment (1) Statement of Work. Data deliverables/reports will be provided in accordance with Sections C and F.

ITEM NO		AMOUNT
000201	Funding for CLIN 0002	
	AO No. X094/00	
	ACRN AA	\$445,000.00

Section C - Descriptions and Specifications**CLAUSES INCORPORATED BY FULL TEXT****C-1 Scope of Work**

(a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Numbers (CLIN) 0001 and 0002 in accordance with the Statement of Work, Attachment 1 hereto, and as specified in the Contractor's proposal entitled "Price Proposal for ARGUS Pod & A160T Hummingbird", dated 16 July 2007, copies of which are in possession of both parties.

(b) In the event of an inconsistency between the provisions of this contract and the Contractor's proposal, the inconsistency shall be resolved by giving precedence in the following order: (1) the contract, (2) the attachments to the contract, and then (3) the Contractor's proposal.
(end of clause)

C-2 Reports and Other Deliverables

(a) All technical reports delivered by the Contractor in the performance of the contract shall be considered "Technical Data" as defined in Section I contract clauses entitled "Rights in Technical Data - Noncommercial Items" and "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation." The Government shall receive "unlimited rights" to this technical data, as defined in these clauses.

(b) In addition to those reports required by the Exhibit A, Contract Data Requirements List, the following report(s) must also be submitted as specified below:

1. FINAL REPORT

This report, prepared in accordance with DFARS 252.235-7011, shall document the results of the complete effort as set forth in the Statement of Work, Attachment 1 hereto. Title pages shall include a disclaimer worded substantially as follows:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressly or implied, of the Defense Advanced Research Projects Agency or the U.S. Government."

(1) The Final Technical Report summary shall include:

Task Objectives
Technical Problems
General Methodology (i.e., literature review, laboratory experiments, surveys, etc.)
Technical Results
Important Findings and Conclusions
Significant Hardware Development
Special Comments
Implications for Further Research

(2) All papers and articles published as a result of DARPA sponsored research shall include a statement reflecting that sponsorship.

(3) Distribution Statement B applies:

"Distribution authorized to U.S. Government agencies only due to Critical Technology and to prevent Premature Dissemination of Information. Other requests for this document shall be referred to DARPA Technical Information Office via email at tio@darpa.mil."

2. ADDITIONAL MISC. DELIVERABLES

Briefing materials (hard and softcopy) for all briefings given to the Government shall be provided in the Contractor's format.

(end of clause)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-1 Packaging and Marking

- (a) All items shall be preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier, and to ensure safe delivery at destination.
(end of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at destination by the Contracting Officer's Representative identified at Section G herein.

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance**CLAUSES INCORPORATED BY REFERENCE**

52.247-29

F.O.B. Origin

FEB 2006

CLAUSES INCORPORATED BY FULL TEXT**F-1 Term of Contract**

(a) The term of the contract commences on the effective date of the contract and continues through 28 May 2009 thereafter.

(end of clause)

F-2 Reports and Other Deliverables

(a) Delivery of all reports and other deliverables shall be made to the addressee specified in F-3 entitled "Report Distribution" in accordance with the following:

Item No.	Description	Due Date (on or before)
0001	ARGUS Pod and ECU	28 September 2008
0002	A160T Hummingbird	28 May 2009
0001/0002	Mid-Term Report	See Exhibit A CDRL
0001/0002	Final Report	28 May 2009
0001/0002	Additional Misc. Deliverables	28 May 2009

(end of clause)

F-3 Report Distribution**(a) Defense Technical Information Center**

(1) Email: TR@dtic.mil

(one electronic copy of the Final Technical Report, if unclassified)

OR

(2) Attn: DTIC-BCS

8725 John J. Kingman Road, Suite 0944

Fort Belvoir, VA 22060-0944

(two hard copies of the Final Technical Report if unclassified)

(b) DARPA/Library

3701 North Fairfax Drive

Arlington, VA 22203-1714

Email: library@darpa.mil

(one copy of the Final Technical Report)

(c) DARPA/CMO

Attn: Mr. Stephen C. Davis
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Stephen.C.Davis@darpa.mil
(one copy each report)

(d) DARPA/IXO

Attn: Dr. Brian Leininger
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Brian.Leininger@darpa.mil
(one copy each report)

(e) DARPA/IXO

Attn: ADPM
3701 North Fairfax Drive
Arlington, VA 22203-1714
(one copy each report)

(f) COR

William Koenig, AFRL/SNTC
2241 Avionics Circle
WPAFB, OH 45400
Phone: 937-255-4709 x3172
Email: William.Koenig@WPAFB.af.mil

(end of clause)

F-4 Notice Regarding Late Delivery

(a) In the event the Contractor anticipates difficulty in complying with the contract delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED, however, that this date shall be informational only in character and the receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

(end of clause)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9770400 1320 X094 P7P30 2525 DPAC 7 5329 S12136 63767E
AMOUNT: \$1,145,000.00
AO: X094/00
CIN 00000000000000000000000000000000: \$1,145,000.00

CLAUSES INCORPORATED BY FULL TEXT

G-1 Procuring Office Representative

(a) The Procuring Office Representative is Stephen C. Davis, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: 571-218-4949, e-mail: Stephen.C.Davis@darpa.mil.
(end of clause)

G-2 Electronic Submission of Payment Requests

(a) A "Cost Voucher" document identified by contract number shall be submitted for payment directly via the Internet to Wide Area Workflow (WAWF) at https://wawf.cb.mil. Supporting details for the cost voucher shall be attached to the WAWF "Cost Voucher" document.

(1) For the Issue By DoDAAC and Admin DoDAAC fields, enter HR0011.

(2) For the DCAA Auditor DoDAAC fields enter HAA069.

(3) Leave the LPO DoDAAC field blank.

(b) Final cost vouchers shall be submitted for review and approval to DCAA:

DCAA Boeing Huntington Beach
DoDAAC: HAA069
5301 Bolsa Avenue, MS H014-A405
Huntington Beach, CA 92647

(end of clause)

G-3 Delegation of Authority for Contract Administration

(a) DCMA Boeing Network and Space Systems (DoDAAC S0530A) is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives.
(end of clause)

G-4 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of:

William Koenig, AFRL/SNTC
 2241 Avionics Circle
 WPAFB, OH 45440
 Phone: 937-255-4709 x3172
 Email: William.Koenig@WPAFB.af.mil

Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

(b) Technical direction shall not include any direction which:

- (1) Constitutes additional work outside the scope of work;
- (2) Constitutes a change as defined in Section I contract clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or
- (4) Changes any of the stated terms, conditions, or specifications of the contract.

(end of clause)

G-5 Payment Instructions for Multiple Accounting Classification Citations

(a) Payments under contract line items funded by multiple accounting classification citations shall be made from the earliest available fiscal year funding sources. The earliest assigned ACRN must be fully disbursed before making disbursements from a succeeding ACRN.

(end of clause)

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with \$1,145,000 presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through 28 December 2007. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of \$1,145,000 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract. Contract funds allotted per CLIN are as follows:

<u>CLIN</u>	<u>Costs Allotted</u>	<u>Fee Allotted</u>	<u>Total</u>
0001	(b)(4)	(b)(4)	\$700,000
0002			\$445,000

(end of clause)

G-7 Payment of Cost and Fee

(a) As consideration for the proper performance of work required under this contract, the Contractor shall be paid as follows:

(1) Costs, as provided for under Section I contract clause titled "Allowable Cost and Payment" not to exceed the amount set forth as "Total Estimated Cost" in Section B, and subject further to those Section I clauses entitled "Limitation of Cost" or "Limitation of Funds".

(2) A fixed fee in the amount set forth as "Fixed Fee" in Section B, in accordance with the Section I contract clause entitled "Fixed Fee". The Contractor may bill on each invoice the amount of the fixed fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost.

(end of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-1 Contracting Officer

(a) Notwithstanding any other provision of this contract, the Contracting Officer is the only individual authorized to redirect the effort or in any way amend or modify any of the terms of this contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statement of work, a modification must be issued in writing and signed by the Contracting Officer.
(end of clause)

H-2 Type of Contract

(a) This is a Cost-Plus-Fixed-Fee completion contract.
(end of clause)

H-3 Public Release or Dissemination of Information

(a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the DARPA Technical Information Officer (DARPA/TIO). All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and this review requirement, pursuant to DoD Instruction 5230.27 dated October 6, 1987.

(b) When submitting material for written approval for open publication as described in subparagraph (a) above, the Contractor must submit a request for public release request to the DARPA TIO and include the following information: 1) Document Information: document title, document author, short plain-language description of technology discussed in the material (approx 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper); 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and contract number; and 4) Contractor's Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require a justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to tio@darpa.mil or via 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (571) 218-4235. Refer to www.darpa.mil/tio for information about DARPA's public release process.
(end of clause)

H-4 Key Personnel

(a) The Contractor shall notify the Contracting Officer prior to making any change in key personnel. Key personnel are defined as follows:

-Patrick Calder, Project Manager

(b) The Contractor must demonstrate that the qualifications of the prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the Contractor has demonstrated to the satisfaction of the COR that the

qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.
(end of clause)

H-5 Restrictions on Printing

(a) Unless otherwise authorized in writing by the Contracting Officer, reports, data, or other written material produced using funds provided by this contract and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple-page report. These restrictions do not preclude the writing, editing, preparation of manuscript or reproducible copy of related illustrative materials if required as part of this contract, or incidental printing such as forms or materials necessary to be used by the Contractor to respond to the terms of the contract.
(end of clause)

H-6 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated 7 August 2007 are incorporated herein by reference.
(end of clause)

H-7 Insurance Schedule

(a) The Contractor shall maintain the types of insurance listed in FAR 28.307-2 (a), (b) and (c), with the minimum amounts of liability indicated therein. The types of insurance coverage listed in paragraphs (d) and (e) shall also be maintained when applicable.
(end of clause)

H-8 Travel

(a) Reimbursement for travel-related expenses shall be in accordance with the Contractor's approved travel policy. The Federal Travel Regulations, Joint Travel Regulations (JTR), and Standardized Regulations as stated in FAR 31.205-46 will be used as a guide in determining reasonableness of per diem costs. Costs for travel shall be allowable subject to the provisions of FAR 31.205-46.

(b) In connection with direct charge to the contract of travel-related expenses, the Contractor shall hold travel to the minimum required to meet the objectives of the contract, and substantial deviations from the amount of travel agreed to during contract negotiation shall not be made without the authorization of the Contracting Officer.

When applicable, the Contractor shall notify the COR of proposed travel of an employee beyond that agreed to during negotiations.

(c) Approval of the Contracting Officer shall be obtained in advance for attendance by personnel at training courses, seminars, and other meetings not directly related to contract performance if the costs for the courses, seminars, and other meetings are charged to the contract.

(d) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least forty-five (45) days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.
(end of clause)

H-9 Metric System

- (a) The Defense Advanced Research Projects Agency (DARPA) will consider the use of the metric system in all of its activities consistent with operational, economical, technical and safety requirements.
 - (b) The metric system will be considered for use in all new designs. When it is deemed not to be in the best interest of the DoD to provide metric design, justification shall be provided.
 - (c) Physical and operational interfaces between metric items and U.S. customary items will be designed to assure that interchangeability and interoperability will not be affected.
 - (d) Existing designs dimensioned in U.S. customary units will be converted to metric units only if determined to be necessary or advantageous. Unnecessary retrofit of existing systems with new metric components will be avoided where both the new metric and existing units are interchangeable and interoperable. Normally, the system of measurement in which an item is originally designed will be retained for the life of the item.
 - (e) During the metric transition phase hybrid metric and U.S. customary designs will be necessary and acceptable. Material components, parts, subassemblies, and semi-fabricated material, which are of adequate or when it is otherwise specifically determined to be in the best interest of the Department of Defense. Bulk materials will be specified and accepted in metric units when it is expedient or economical to do so.
 - (f) Technical reports, studies, and position papers, (except those pertaining to items dimensioned in U.S. customary units) will include metric units of measurement in addition to or in lieu of U.S. customary units. With respect to existing contracts, this requirement applies only if such documentation can be obtained without an increase in contract costs.
 - (g) Use of the dual dimensions (i.e., both metric and U.S. customary dimensions) on drawings will be avoided unless it is determined in specific instances that such usage will be beneficial. However, the use of tables on the document to translate dimensions from one system of measurement to the other is acceptable.
- (end of clause)

H-10 Pre-contract Costs

- (a) The extent of allowability of costs incurred by the Contractor prior to the effective date of the contract shall be governed by the advance agreement listed in Section J as Attachment (2).
- (end of clause)

H-11 Small Business Subcontracting Plan and Goals

- (a) The Contractor's Small Business Subcontracting Plan, dated [], is incorporated herein and made a part of this contract by reference.
- (end of clause)

H-12 Proprietary Technical Data and Computer Software

- (a) Any deliverable technical data or computer software developed or generated at private expense and considered to be proprietary by the Contractor or subcontractors shall be delivered in accordance with DFARS 252.227-7013 and 252.227-7014. A list of such data and/or software is incorporated into the contract as Attachment No. (3).
- (end of clause)

H-13 Export Control Clause

Should this project develop beyond fundamental research (basic and applied research ordinarily published and shared broadly within the scientific community) with military or dual-use applications the following apply:

- (a) The contractor shall comply with all U. S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of (including deemed exports) hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation (whether in or outside the United States), where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(end of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-7	Notice of Partial Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	SEP 2006
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	AUG 2007
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-9	Use And Charges	JUN 2007
52.249-6 Alt II	Termination (Cost Reimbursement) (May 2004) - Alternate II	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004	Excessive Pass-Through Charges	APR 2007
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)

(a) Definitions.

- (1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).
- (2) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (3) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- (4) "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
- (5) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) "Subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent application by Contractor. (1) The Contractor will

disclose each subject invention to the Federal agency within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within 2 years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.

(d) Conditions when the Government may obtain title. The Contractor will convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that the agency may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor and protection of the Contractor right to file. (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if

any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in the invention."

(g) Subcontracts. (1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work the patent rights clause required by Subpart 27.3.

(3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports no

more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that--

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Contractor;

(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if

the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

(l) Communications.

All written notifications/reports required by this clause shall be submitted to the Administrative Contracting Officer (ACO). All required reporting shall be accomplished using the i-Edison.gov reporting website (<https://s-edison.info.nih.gov.iEdison/>).

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and**
- (b) Separately identify a payment amount for each contract line item included in the payment request.**

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List (CDRL) – A001 (TFIMS Reporting)	8	28 Sept. 2007
Attachment 1	Statement of Work - "ARGUS Pod and A160T Hummingbird"	5	1 August 2007
Attachment 2	Advanced Cost Agreement between The Boeing Company and Defense Advanced Research Projects Agency	1	30 August 2007
Attachment 3	Identification and Assertion of Restrictions on the Government's Use, Release or Disclosure of Technical Data and Computer Software	1	7 August 2007

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0001/0002			B. EXHIBIT A		C. CATEGORY TDP _____ TM- _____ OTHER MISC		
D. SYSTEM/ITEM ARGUS-IS			E. CONTRACT/PR NO. HR0011-07-C-0100		F. CONTRACTOR The Boeing Company		
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM RESEARCH AND DEVELOPMENT (R&D) PROJECT SUMMARY			3. SUBTITLE T-FIMS QUARTERLY AND MONTHLY REPORTING		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81612A			5. CONTRACT REFERENCE C-2		6. REQUIRING OFFICE IXO		
7. DD250 REQ SEE BLOCK 16		9. DIST STATEMENT REQUIRED B (See H-3)	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION		
8. APP CODE N		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE	Draft	b. COPIES	
Final							
16. REMARKS REFERENCE BLOCK 2, RESEARCH AND DEVELOPMENT PROJECT SUMMARY, AND BLOCK 4, DI-MISC-81612A. FORMAT. <ul style="list-style-type: none"> • GENERAL FORMAT INSTRUCTIONS: COMPLY WITH ALL INSTRUCTIONS DELINEATED ON THE DARPA T-FIMS WEB SITE (http://www.tfims.darpa.mil). • SPECIAL INSTRUCTIONS. UPLOAD THE FOLLOWING ITEMS TO THE DARPA T-FIMS WEB SITE (http://www.tfims.darpa.mil). <ul style="list-style-type: none"> ○ PUBLICATIONS THIS PERIOD (3.1.7) IN ADOBE ACROBAT (PDF) FILE FORMAT. ○ UPDATED SCHEDULE AND MILESTONES (1.2.2.4) IN EITHER POWERPOINT (PPT), JPG, TIFF, OR PDF FILE FORMAT. ○ QUAD-CHART (1.2.2.7) IN MICROSOFT POWERPOINT (PPT) FILE FORMAT. ELECTRONIC SUBMISSION. THE CONTRACTOR SHALL ACCESS THE DARPA T-FIMS WEB SITE (http://www.tfims.darpa.mil) AND ELECTRONICALLY SUBMIT ALL REQUIRED REPORTING INFORMATION FOLLOWING THE SPECIFICATIONS OUTLINED BELOW. POST-AWARD INITIAL SUBMISSION REQUIREMENT. <ul style="list-style-type: none"> • SUBMIT THE PERFORMING ORGANIZATION CONTACTS (1.1.2) WITHIN FIVE (5) CALENDAR DAYS AFTER CONTRACT AWARD TO T-FIMS HELP BY E-MAIL (Tfims-Help@darpa.mil) FOR AWARDEE USER ACCOUNT ACTIVATION. CONTINUED ON THE NEXT PAGE.							
15. TOTAL							
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE

CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423 CONTINUATION SHEET

CLIN 0001/0002 Exhibit A

PR No. HR0011-07-C-0100

DATA ITEM No. A001

BLOCK 16, continued,

REPORTING TERMINOLOGY - QUARTERLY REPORTING PERIODS.

- JUL-SEP: COVERS PERFORMANCE FROM 1 JULY - 30 SEPTEMBER
- OCT-DEC: COVERS PERFORMANCE FROM 1 OCTOBER - 31 DECEMBER
- JAN-MAR: COVERS PERFORMANCE FROM 1 JANUARY - 31 MARCH
- APR-JUN: COVERS PERFORMANCE FROM 1 APRIL - 30 JUNE

QUARTERLY SUBMISSION REQUIREMENTS.

- FREQUENCY (BLOCK 10). INPUT FOUR (4) TIMES YEARLY, ONCE FOR EACH OF THE QUARTERLY REPORTING PERIODS CITED ABOVE, FOR THE DURATION OF THE CONTRACT.
- DATE OF FIRST SUBMISSION (BLOCK 12). SUBMIT WITHIN FIFTEEN (15) CALENDAR DAYS AFTER THE END OF MOST RECENT QUARTERLY REPORTING PERIOD
 - FOR REPORTING PERIOD JUL-SEP, DUE DATE IS OCTOBER 15
 - FOR REPORTING PERIOD OCT-DEC, DUE DATE IS JANUARY 15
 - FOR REPORTING PERIOD JAN-MAR, DUE DATE IS APRIL 15
 - FOR REPORTING PERIOD APR-JUN, DUE DATE IS JULY 15
- QUARTERLY CONTENT REQUIREMENTS.
 - MINIMAL INITIAL QUARTERLY SUBMISSION. IF THE AWARD OCCURS WITHIN THIRTY (30) CALENDAR DAYS PRIOR TO THE END OF THE QUARTERLY REPORTING PERIOD, SUBMIT PROJECT DESCRIPTION (1.2.2) ONLY.
 - FIRST QUARTERLY SUBMITTAL WILL CONTAIN RESPONSES TO ALL PROJECT INFORMATION (1), WITH THE EXCEPTION OF THE QUAD CHART (1.2.2.7); THE FUNDING REPORT (2), WITH THE EXCEPTION OF THE PROJECTED FUNDING INCREMENT (2.5); AND THE TECHNICAL REPORT (3).
 - FOR ALL OTHER QUARTERLY SUBMISSIONS, SUBMIT OR UPDATE THE ADMINISTRATIVE INFORMATION (1.1), INVOICES THIS PERIOD (2.2), PLANNED INCURRED EXPENSES (2.4), AND ALL THE INFORMATION UNDER THE TECHNICAL REPORT (3.)
 - IN ADDITION, SUBMIT THE FOLLOWING FOR THE APR-JUN QUARTERLY REPORTS.
 - QUAD CHART (1.2.2.7).
 - PROJECTED FUNDING INCREMENT (2.5).
 - IN ADDITION TO REPORTING THE PLANNED ACTIVITIES FOR THE NEXT MONTH (3.2.1.), INCLUDE A TOP-LEVEL BULLET LIST OF THE PLANNED ACTIVITIES FOR THE TIME PERIOD BEGINNING ON 1 AUGUST OF THE CURRENT YEAR AND ENDING ON 31 DECEMBER OF THE NEXT YEAR.

MONTHLY SUBMISSION REQUIREMENTS.

- FREQUENCY (BLOCK 10). INPUT TWELVE (12) TIMES YEARLY (MONTHLY) FOR THE DURATION OF THE CONTRACT.
- DATE OF FIRST SUBMISSION (BLOCK 12). SUBMIT WITHIN FIFTEEN (15) CALENDAR DAYS AFTER THE END OF THE FIRST CALENDAR MONTH BUT NO SOONER THAN THIRTY (30) DAYS AFTER AWARD.
- MONTHLY CONTENT REQUIREMENT.
 - FOR THE DURATION OF THE CONTRACT SUBMIT INCURRED EXPENSES THIS PERIOD (2.1) AS A LUMP SUM TOTAL ONLY.
 - FOR THE DURATION OF THE CONTRACT SUBMIT INVOICES THIS PERIOD (2.2) AS INVOICES ARE SUBMITTED TO DFAS FOR PAYMENT.

CLASSIFICATION. THE ENTIRE REPORT SHALL BE UNCLASSIFIED.

PROCURING CONTRACTING OFFICER (PCO), REFERENCE SF 26, BLOCK 5.

ADMINISTRATIVE CONTRACTING OFFICER (ACO) REFERENCE SF 26, BLOCK 6.

DD FORM 250 SHALL BE SUBMITTED WITH THE FINAL TECHNICAL REPORT (VIA WAWF)

DATA ITEM DESCRIPTION

Title: **RESEARCH AND DEVELOPMENT (R&D) PROJECT SUMMARY**

Number: **DI-MISC-81612A**

Approval Date: **20031218**

AMSC Number: **D7443**

Limitation:

DTIC Applicable: **N/A**

GIDEP Applicable: **N/A**

Preparing Activity: **OSD-SO (FOR DARPA/IXO)**

Applicable Forms: **N/A**

Use, Relationships:

The R&D Project Summary reports key project administrative, programmatic, technical and financial data. The R&D Project Summary includes administrative and funding information, research objectives, innovative approaches, accomplishments, plans, technology transitions, technology transfers, and issues. The technical and financial information contained in the R&D Project Summary enables comprehensive assessment of project goals, progress and status. This Data Item Description (DID) contains format and content preparation instructions for the data product generated by specific and discrete task requirements as delineated in the contract statement of work (SOW).

Requirements:

1. Project Information:

1.1. Administrative Information.

1.1.1. Subcontractors. Verify each subcontractor.

1.1.2. Performing Organization Contacts.

1.1.2.1. Principal Investigator(s) Contact. Verify the name, organization, business address, business phone, business fax, and e-mail address of each principal investigator.

1.1.2.2. Administrative Contact. Verify the name, organization, business address, business phone, business fax, and e-mail address of the administrative point of contact.

1.1.2.3. Financial Data Contact. Verify the name, organization, business address, business phone, business fax, and e-mail address of the contact for financial data.

1.1.2.4. Programmatic/Technical Reporter Contact. If the Principal Investigator is not the reporter of the programmatic/technical data verify the name, organization, business address, business phone, business fax, and e-mail address of the programmatic/technical reporter point of contact.

1.2. Programmatic Information.

1.2.1. Project Uniform Resource Locator (URL). Provide the project URL.

1.2.2. Project Description.

1.2.2.1. Research Objectives.

1.2.2.2. Problem Description. Provide a concise description of the problem area addressed by this research project.

1.2.2.2.1. Research Goals. Identify specific research goals of this project. Identify and quantify expected performance improvements from this research. Identify new capabilities enabled by this research. Identify and discuss salient features and capabilities of developmental hardware and software prototypes.

1.2.2.2.2. Expected Impact. Describe the expected impact of the research project, if successful, to the problem area.

1.2.2.3. Technical Approach.

1.2.2.3.1. Detailed Description of Technical Approach. Provide a detailed description of the technical approach that will be used in this project to achieve the research goals. Specifically identify and discuss innovative aspects of the technical approach.

1.2.2.3.2. Comparison with Current Technology. Describe state-of-the-art approaches and the limitations within the context of the problem area addressed by this research.

1.2.2.4. Schedule and Milestones.

1.2.2.4.1. Schedule Graphic. Provide a graphic representation of the project schedule including detail down to the individual task effort level. Show all project milestones. Use absolute time designations for all dates.

1.2.2.4.2. Detailed Individual Task Descriptions. Provide detailed task descriptions for each individual task in the schedule graphic.

1.2.2.5. **Deliverables Description.** List and provide a detailed description for each planned deliverable. Specify receiving organization(s) and expected delivery dates for each deliverable.

1.2.2.6. **Technology Transition and Technology Transfer Targets and Plans.** Discuss plans for technology transition and transfer. Identify specific military and commercial organizations for technology transition or transfer. Specify anticipated dates for transition or transfer.

1.2.2.7. **Quad Chart.** Provide a Quad Chart as one (1) landscape-oriented page divided into four (4) quadrants and suitable for use in briefings using the following format:

Project Title	
GRAPHIC: A visually compelling graphic that conveys the key technological idea(s) or the expected impact of the research.	NEW IDEAS: List at least 3 new technical ideas embodied by the research.
IMPACT: At least 3 quantitative statements discussing how this research can revolutionize an area of importance to the Department of Defense.	SCHEDULE: At least 2 scheduled events or project milestones per year, depicted on a horizontal timeline with at least Quarter resolution (3 month increments) starting with the Quarter that contains the project start and ending with the Quarter that contains the scheduled project end. Quarters begin on 1 October, 1 January, 1 April, and 1 July. Use absolute time designations for all dates.

2. Funding Report.

- 2.1. **Incurred Expenses this Period.** Specify the expenses incurred during this reporting period (direct and indirect costs on the awardee's accounting system including labor, overhead, G&A, equipment purchases, travel, material, and any subcontract charges known by the prime).
- 2.2. **Invoices this Period.** Specify the invoice date, number, and amount of each invoice submitted during this reporting.
- 2.3. **Data Incurred Expenses will equal Obligated Funding.** Specify the anticipated dates that incurred expenses will equal 75% and 100% of the obligated funding, respectively.

2.4. **Planned Incurred Expenses.** Specify the total expenses planned to be incurred for each of the next three (3) quarters.

2.5. **Projected Funding Increment.** Specify the funding increment required for the period beginning with "Data Incurred Expenses will equal 100% of Obligated Funding" and ending with 31 December of the next calendar year. If contract ends prior to 31 December of the next calendar year, specify the funding increment required up to the contract end date. Obligated funding increments are additions to currently available funds, not additions to the total contract value.

2.6. **Issues or Concerns.** Summarize any funding, technical, programmatic and other issues or concerns as well as recommended actions for Government consideration. Indicate if an anticipated funding increment has not been received.

3. **Technical Report.**

3.1. **Project Progress.**

3.1.1. **Progress Against Planned Objectives.** Update the status of the specific objectives identified in the last reporting period as "Specific Objectives for Next Period". For each objective, indicate if the objective was or was not accomplished. For each objective not accomplished, detail the current status of the objective.

3.1.2. **Technical Accomplishments this Period.** Describe the technical accomplishments made during this reporting period.

3.1.3. **Improvements to Prototypes this Period.** Provide a detailed, quantitative description of significant new features, capabilities and performance enhancements to hardware and software prototypes made during this period.

3.1.4. **Significant Changes to Technical Approach to Date.** Identify and provide a detailed description of and rationale for significant changes to the technical approach since the start of the research project.

3.1.5. **Deliverables this Period.** Report the deliverables (excluding Technology Transition and Transfer covered under 3.1.6.) submitted during this reporting period. List the Deliverable Name, Type of Deliverable (e.g. hardware or software item, demonstration, milestones, design study or other documentation), and Date of Submission. List the Contract Line or Data Item Number (CLIN or DIN), when applicable. Specify the name, organization, business phone, fax number, and e-mail address of a point of contact for the organization(s) that received the deliverable.

3.1.6. Technology Transition and Transfer this Period.

3.1.6.1. Technology Transition and Transfer Description. List and describe the features and performance capabilities for each technology transitioned or transferred this period.

3.1.6.2. Technology Transition and Transfer List. For each technology transitioned or transferred this period, identify the specific military, commercial, or other transition or transfer organization(s) and the application context.

3.1.6.3. Technology Transition and Transfer Contacts. For each technology transitioned or transferred this period, specify the name, organization, business address, business phone, business fax, and e-mail address of a contact point of contact for the organization(s) that received the transitioned or transferred technology.

3.1.7. Publications this Period. Provide an electronic copy of each publication sponsored fully or in part by this contract during the reporting period. For each publication, specify the:

- (1) Title
- (2) Author(s)
- (3) Publication date
- (4) Publication venue (e.g. journal, conference or magazine name)
- (5) Publication keywords

3.1.8. Meetings and Presentations this Period. List all meetings (conferences, workshops, demonstrations, and other coordination meetings) participated in during the reporting period that were sponsored fully or in part by this contract. For each meeting, specify the:

- (1) Meeting Name
- (2) Meeting Purpose
- (3) Meeting Start and End Dates
- (4) Meeting Location (place and name of facility)
- (5) Meeting Attendees from this project
- (6) Presentations Made

3.1.9. Issues or Concerns. Summarize any funding, technical, programmatic, or other issues or concerns as well as recommended actions for Government consideration. Indicate if an anticipated funding increment has not been received.

3.2. Project Plans.

3.2.1. Planned Activities. Describe the planned activities for the next reporting period. Discuss the risks and payoffs corresponding to the planned activities. Include a discussion of planned experiments, demonstrations, presentations, and technical papers.

3.2.2. **Specific Objectives for Next Period.** Report the significant technical and programmatic objectives planned to be completed during the next reporting period. These are dynamic objectives driven by the progress of the project and not necessarily long-term milestones. Report specific and measurable objectives, rather than simple declarations of continued or sustained effort. For each objective, provide:

- (1) Objective Name
- (2) Objective Type.
- (3) Objective Description. Provide a description of the objective in terms of a specific performance capability to be achieved and in relation to project milestones.
- (4) Impact. State the significance to this project or related projects if the objective is or is not met.

END OF DLMISC-81612A


ARGUS
Statement of Work
8-1-2007

CLIN 1 – ARGUS POD

1. General

- a. The contractor shall specify requirements, design, develop, fabricate, assemble, air worthiness test, and deliver a modified A160 pod for the ARGUS-IS program.

(b)(4)




2. Requirements Analysis

- a. The contractor shall receive and analyze government or prime contractor provided heat loads to specify design requirements for the addition of air inlet(s), cooling fans, and if any of the ARGUS equipment items are liquid cooled, the contractor shall specify the design requirements for an Environmental Control Unit (ECU).
- b. The contractor shall analyze the government or prime contractor provided size, dimensions and weight, volume, shock and vibration specifications of the ARGUS-IS airborne elements and specify design requirements for mounting hardware locations, loads, and shock and mounting provisions.
- c. The contractor shall analyze equipment installation and access needs and specify design requirements for an access panel(s) for equipment installation, checkout and maintenance.
- d. The contractor shall receive government/prime contractor provided ARGUS-IS airborne elements power needs and specify power conversion and distribution design requirements within the pod.
- e. The contractor shall analyze design provisions for host aircraft pod carriage and electrical power interfaces and specify interface design requirements necessary for the host aircraft to accommodate the ARGUS-IS airborne pod.
- f. The contractor shall produce an Interface Control Document (ICD) containing interface design requirements for ARGUS-IS airborne elements pod mounting, equipment mounting, power and cooling.
- g. The contractor shall plan and conduct an informal review of the ICD requirements.

3. Design and Fabrication

- a. The contractor shall design, fabricate and qualify an ARGUS-IS, including the following:

(b)(4)



- b. The contractor shall plan and conduct informal interim design reviews at completion of conceptual and detailed design.

4. Design and Fabrication Option

- a. As an option, the contractor shall design, fabricate or procure, install and qualify an ECU in the Pod.

5. Airworthiness Qualification

- a. The contractor shall perform analysis of structural, fit, cooling and power distribution systems to ensure airworthiness.

6. Program Management and Business Management

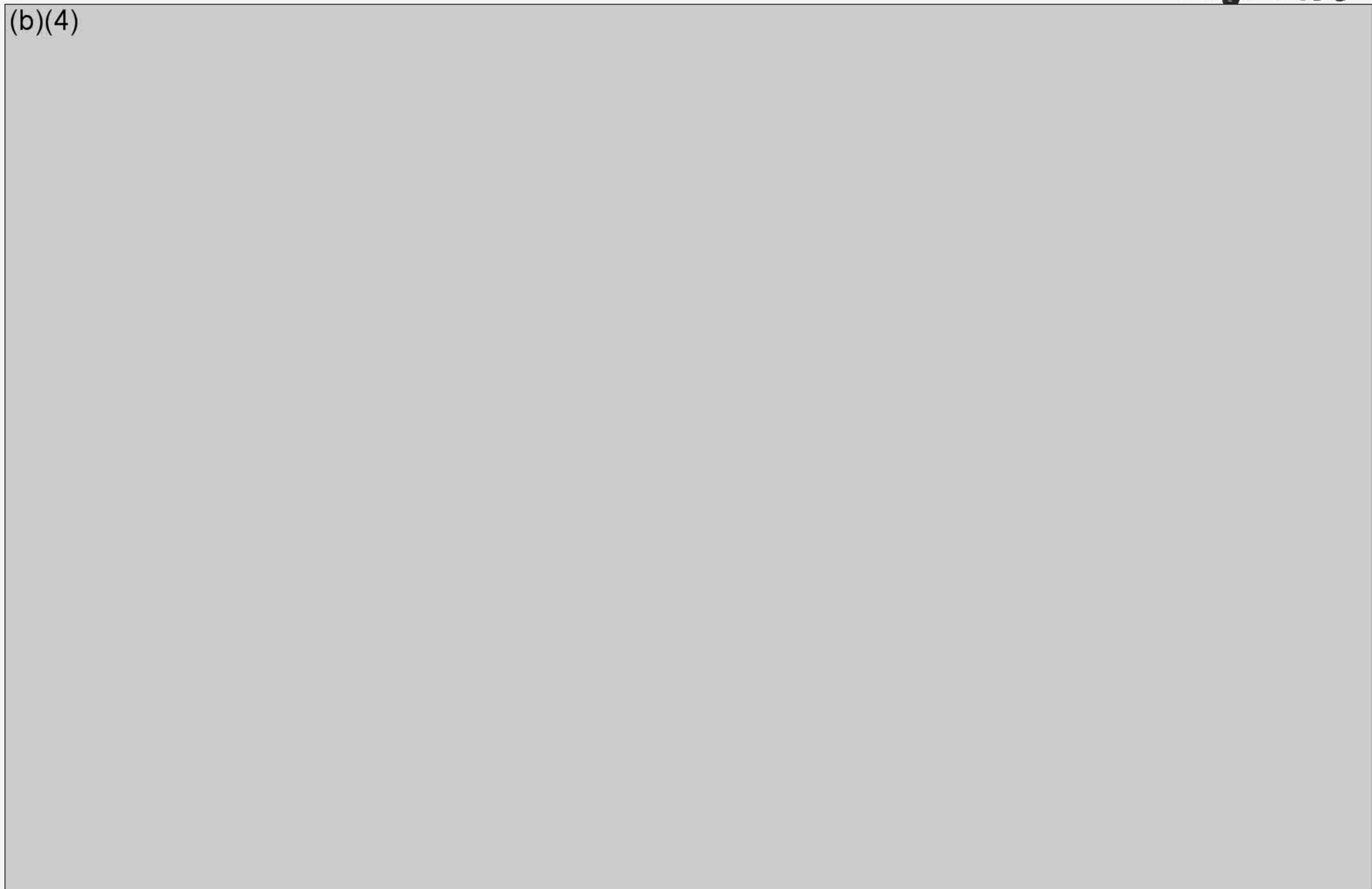
- a. The contractor shall provide program management, business management, system engineering and interface management in support of ARGUS-IS pod development activities. Activities include cost and schedule control and reporting, quality assurance, and configuration management.

- b. The contractor shall plan and conduct informal interim reviews of requirements, conceptual and detailed design concepts utilizing existing engineering materials.

CLIN 2 – A160T Aircraft

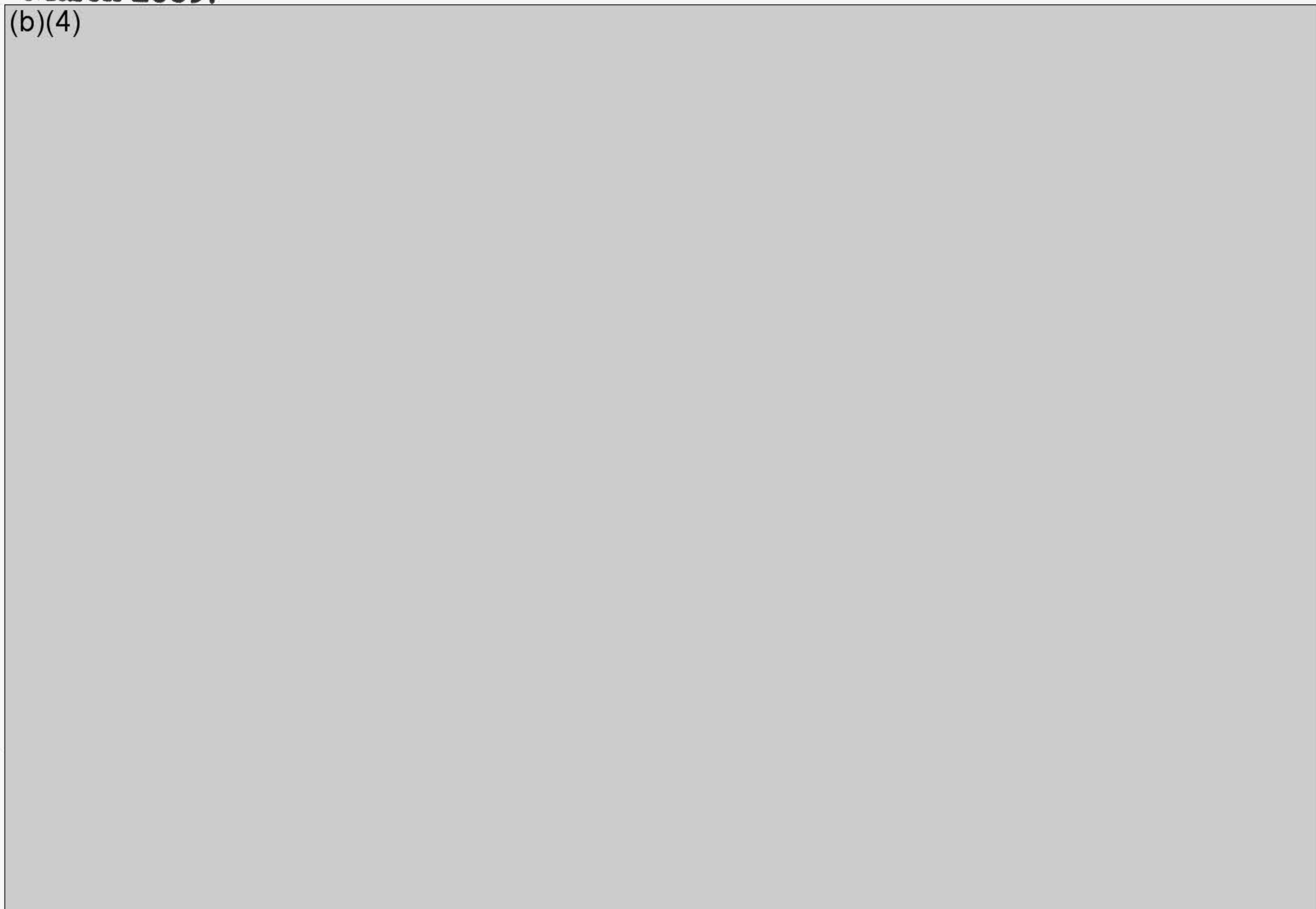
1. The contractor shall schedule, manufacture or procure, assemble, complete acceptance testing and deliver one additional A160T aircraft (b)(4)
2. The contractor shall establish the ARGUS-IS A160T aircraft baseline and initiate long lead item procurement at the time CLIN 2 is executed.

(b)(4)



2. Period of performance for CLIN 1 Pod is September 2007 through July of 2008.
3. Period of performance for CLIN 2 – A160T Aircraft is September 2007 through March 2009.

4. (b)(4)



5.

6.

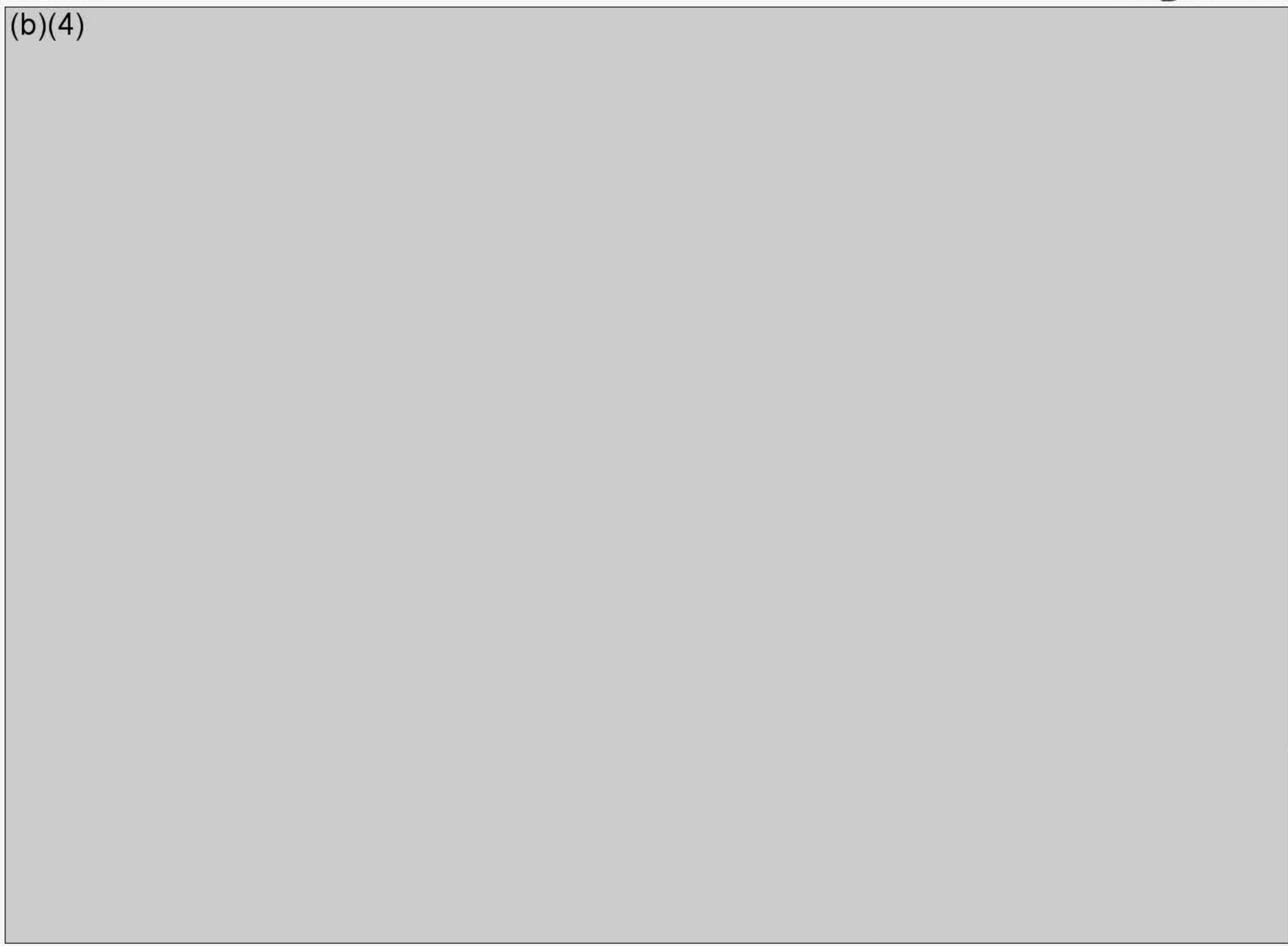
7.

8.

9.

10.

(b)(4)



**Advance Cost Agreement
Between
The Boeing Company
and
Defense Advanced Research Projects Agency
(DARPA)**

The undersigned parties are currently engaged in negotiation of contract HR0011-07-C-0100. The parties agree that in the event a contract results from the negotiations, all Boeing precontract costs associated with those activities identified herein shall be allowable to the extent they would have been allowable if incurred after the effective date of the contract. Precontract costs are defined as all costs, not in excess of \$10,000, incurred by Boeing prior to a contract award and in direct support of the following activities:

All efforts associated with the kick-off meeting to be held 05-06 Sep 2007 for the ARGUS-IS program to include costs for planning, coordination, travel and attendance.

Any precontract costs incurred by Boeing will be considered part of the negotiated total CPFF amount and will not be considered separately from, or in addition to, the total amount of the basic contract. The parties also specifically agree that the government shall not accept any benefit of the contractor's efforts, give no direction or encouragement, and make no payments until any contract is awarded.

If no contract results from the negotiations, Boeing is solely responsible for any incurred costs. No incurred costs shall be used as the basis of a claim or cause of action against, or construed as an obligation of, the Government. Boeing hereby waives and releases the Government from any such claim, cause of action or obligation.

The parties further agree that a clause incorporating the terms hereof shall be included in the contract.

For Boeing:

For DARPA:

//signed//
MATTHEW J. CORRIGAN
Contracts Management

Date: 28 August 2007

//signed//
STEPHEN C. DAVIS
Contracting Officer

Date: 30 August 2007

HR0011-07-C-0100

Page 1 of 1

[illegible]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 11-Dec-2007		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714		CODE HR0011		7. ADMINISTERED BY (If other than item 6) DCMA BOEING NETWORK AND SPACE SYSTEMS 5301 BOLSA AVENUE BUILDING 14, MCH014-A407 HUNTINGTON BEACH CA 90847-2099	
				CODE S0530A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) THE BOEING COMPANY 15320 BARRANCA PARKWAY IRVINE CA 92618				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-07-C-0100	
				X 10B. DATED (SEE ITEM 13) 28-Sep-2007	
CODE 18355		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Unilateral. FAR 52.232-22 "Limitation of Funds".					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bfaasca08185 The purpose of this modification is to provide incremental funding in the amount of \$1,950,000 (AO X094/01) to the Contract. See Pages 2-3.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEVE DAVIS / CONTRACTING OFFICER TEL: 571-218-4040 EMAIL: Stephen.C.Davis@darpa.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED 11-Dec-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE
SUMMARY OF CHANGES

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000102	Funding for CLIN 0001 AO No. X094/01			
	ACRN AA			\$239,174.00

SUBCLIN 000202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000202	Funding for CLIN 0002 AO No. X094/01			
	ACRN AA			\$1,710,826.00

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

a.) Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,950,000.00 from \$1,145,000.00 to \$3,095,000.00.

b.) SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AA

CIN: 00000000000000000000000000000000

Acctng Data: 9770400 1320 X094 P7P30 2525 DPAC 7 5329 S12136 63767E

Increase: \$239,174.00

Total: \$239,174.00

c.) SUBCLIN 000202:

Funding on SUBCLIN 000202 is initiated as follows:

ACRN: AA

CIN: 00000000000000000000000000000000

Acctng Data: 9770400 1320 X094 P7P30 2525 DPAC 7 5329 S12136 63767E

Increase: \$1,710,826.00

Total: \$1,710,826.00

d.) The following have been modified as highlighted in bold:

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with **\$3,095,000** presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through **28 June 2008**. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of **\$3,095,000** shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract. Contract funds allotted per CLIN are as follows:

<u>CLIN</u>	<u>Costs Allotted</u>	<u>Fee Allotted</u>	<u>Total</u>
0001	(b)(4)	(b)(4)	\$939,174
0002			\$2,155,826

CLIN 0001 is henceforth fully funded.

(end of clause)

3. Except as modified above, the terms and conditions of Contract No. HR0011-07-C-0100 shall remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 21-Dec-2007		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714		CODE HR0011		7. ADMINISTERED BY (If other than item 6) DCMA BOEING NETWORK AND SPACE SYSTEMS 5301 BOLSA AVENUE BUILDING 14, MC/H014-A407 HUNTINGTON BEACH CA 92647-2098	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) THE BOEING COMPANY 15320 BARRANCA PARKWAY IRVINE CA 92618				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-07-C-0100	
				X 10B. DATED (SEE ITEM 13) 28-Sep-2007	
CODE 18355		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bfalesca08243 The purpose of this modification is to provide incremental funding in the amount of \$2,695,000 (AO X094/02) to the Contract. See Pages 2-3.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEVE DAVIS / CONTRACTING OFFICER TEL: 571-218-4949 EMAIL: Stephen.C.Davis@darpa.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b)(4) BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED 21-Dec-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000203 is added as follows:

ITEM NO		AMOUNT
000203	Funding for CLIN 0002	
	AO No. X094/02	
	ACRN AB	\$2,695,000.00

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

a.) Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,695,000.00 from \$3,095,000.00 to \$5,790,000.00.

b.) SUBCLIN 000203:

Funding on SUBCLIN 000203 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 9780400 1320 X094 P8P30 2525 DPAC 8 5114 S12136 63767E

Increase: \$2,695,000.00

Total: \$2,695,000.00

c.) The following have been modified as highlighted in bold:

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with **\$5,790,000** presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through **28 March 2009**. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of **\$5,790,000** shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract. Contract funds allotted per CLIN are as follows:

<u>CLIN</u>	<u>Costs Allotted</u>	<u>Fee Allotted</u>	<u>Total</u>
0001	(b)(4)	(b)(4)	\$939,174
0002			\$4,850,826

CLIN 0001 is henceforth fully funded.

(end of clause)

3. Except as modified above, the terms and conditions of Contract No. HR0011-07-C-0100 shall remain unchanged and in full force and effect.

(End of Summary of Changes)